

Adopt Ins 6203, previously effective 4-17-06 as Ins 1901.06(i) and Ins 1901.06(k) (Document #8609), and expired 4-17-14, to read as follows:

PART Ins 6203 ANCILLARY HEALTH MINIMUM STANDARDS FOR BENEFITS FOR ACCIDENT-ONLY AND SPECIFIED ACCIDENT COVERAGE

Statutory Authority: RSA 400-A:15, I; RSA 415:18, I; RSA 415-A:2; and RSA 415-A:3, I

Ins 6203.01 Applicability and Scope. Ins 6203 shall apply to all individual and group ancillary health policies and certificates that provide coverage for accident-only and all group ancillary health policies that provide coverage for specified accident, as applicable, and which are not covered under other rules and are delivered or issued for delivery in this state on and after the initial effective date of this part.

Ins 6203.02 Definitions.

(a) "Accident-only coverage" means a policy or certificate that provides coverage, singularly or in combination, for death, dismemberment, disability, or hospital and medical care caused by accident.

(b) "Specified accident coverage" means a group policy or certificate that provides coverage for death, dismemberment, disability, or hospital and medical care caused by a specifically identified kind of accident or accidents for each person covered under the policy, either singularly or in combination.

Ins 6203.03 Minimum Standards for Benefits.

(a) At least one core benefit shall be provided.

(b) Accidental death and double dismemberment amounts under the policy shall be at least \$10,000 per covered person. Amounts for a single dismemberment of a limb, in whole or in part, shall be at least \$5,000 per covered person. Amounts for the dismemberment of a digit shall be at least \$1,000 per digit per covered person. The benefits shall be paid without regard to whether benefits are provided under other insurance.

(c) Accidental death and dismemberment benefits shall be payable if the loss occurs within 90 days from the date of the accident, irrespective of total disability.

(d) All policies and certificates shall include a schedule of benefits that clearly sets forth the benefits, including amounts of coverage.

(e) A policy that provides for payment only when medical treatment is rendered for injuries resulting from a covered accident shall not exclude payment based on specific diagnosis or procedures.

(f) Rates for all insurance products under this part shall be submitted for approval pursuant to Ins 4100.

Ins 6203.04 Prohibited Policy Provisions.

(a) The benefit provided by the coverage shall not be expense-based and shall be payable due to the occurrence of each event.

(b) Coverage shall not be limited to or based on specific claim codes or diagnostic codes, including:

- (1) Limiting eye injury coverage to specific treatments. Coverage for an eye injury that requires care by a medical professional as a result of an accident is event-based and shall be

permitted;

(2) Restricting coverage for burns, including skin grafts, to third degree burns:

- a. All burns shall be covered except for first degree burns; and
- b. Burn surface area limitation shall not be permitted;

(3) A bone fracture schedule for specific procedures, except:

- a. A benefit schedule for fractures shall be permitted but shall require an “all other” category to include all fractures for bones; and
- b. If a fracture benefit is offered, both full and partial fractures shall be covered;

(4) Restricting coverage for lacerations that is dependent upon specific treatments or a minimum length of repair;

(5) A dislocation schedule for specific procedures, except:

- a. A benefit schedule for dislocations shall be permitted but shall require an “all other” category to include all dislocated joints; and
- b. If a dislocation benefit is offered, both full and partial dislocations shall be covered;

(6) Limiting coverage for a broken tooth or teeth or dental injury. Coverage for a broken tooth or teeth or dental injury that requires care by a medical professional as a result of an accident is event-based and shall be permitted; and

(7) A surgery schedule for specific procedures. If a surgery benefit is offered, only major and minor surgery benefits shall be provided.

(c) Benefits shall not be assignable to a health care provider but shall be paid directly to the insured. The policy and certificate shall contain a provision prohibiting assignment of the benefit to a health care provider.

(d) Pre-existing condition exclusions shall be prohibited.

(e) Coordination of benefits shall be prohibited.

(f) Managed care and network requirements shall be prohibited. The policy shall not include a provision requiring pre-certification.

(g) Expense-based riders shall be prohibited.

(h) Coverage for sickness, illness, or wellness shall be prohibited.

(i) Coverage shall not be stated on an “up to” basis.

(j) Specific dismemberment benefits shall not be in lieu of other benefits unless the specific benefit equals or exceeds the other benefits.

(k) Loss of time benefits, if provided, shall not require the loss to commence less than 30 days after the date of accident nor shall any policy that the insurer cancels or refuses to renew require that it be in force at the time the disability commences, if the accident occurred while the coverage was in force.

(l) Except as provided in RSA 415:6, II(3) regarding other insurance with the insurer, benefits shall be paid regardless of other coverage.

Ins 6203.05 Required Disclosure Provisions.

(a) All accident-only policies and certificates shall contain a prominent statement on the cover page of the policy or certificate, in either contrasting color or in boldface type at least equal to the size of type used for headings or captions of sections in the policy or certificate, as follows:

“Notice to Buyer: This is an accident-only [policy] [certificate] and it does not pay benefits for loss from sickness. Review your [policy] [certificate] carefully”.

(b) Accident-only policies and certificates that provide coverage for hospital or medical care shall contain the following statement on the cover page, in addition to the Notice to Buyer in (a) above:

“This [policy] [certificate] provides limited benefits. Benefits provided are not intended to cover medical expenses”.

Ins 6203.06 Outline of Coverage. Items included in the outline of coverage issued in connection with policies meeting the standards of this part shall appear in the following sequence:

(a) A brief specific description of the benefits shall be provided in the following order:

- (1) Core accident benefit; and
- (2) Supplemental accident benefits;

(b) A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay, or in any other manner operate to qualify payment of the benefit described in paragraph (a) above;

(c) A description of policy provisions with respect to renewability or continuation of coverage, including age restrictions or any reservation of right to change premiums; and

(d) The outline of coverage required by paragraphs (a) – (c) above shall be in the same format as follows:

- (1) An accident-only policy or certificate providing benefits that vary according to the type of accidental cause shall be prominently set forth in the outline of coverage;
- (2) An outline of coverage in the format prescribed below shall be issued in connection with accident-only policies meeting the standards of this part. The items included in the outline of coverage shall appear in the following sequence:

“[COMPANY NAME]

ACCIDENT-ONLY COVERAGE

THIS [POLICY] [CERTIFICATE] PROVIDES LIMITED BENEFITS

BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER MEDICAL
EXPENSES

OUTLINE OF COVERAGE

Read Your [Policy] [Certificate] Carefully—This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR [POLICY] [CERTIFICATE] CAREFULLY!

Accident-only coverage is designed to provide, to persons insured, benefits for injuries resulting from an accident, subject to any limitations set forth in the policy or certificate. Coverage is not provided for any benefits other than the specific accident-only benefits described and any additional benefit described below:

- (1) [A brief specific description of the benefits.]
- (2) [A description of any policy provisions that exclude, eliminate, restrict, reduce, limit, delay, or in any other manner operate to qualify payment of the benefits described in paragraph (1) above.]
- (3) [A description of any policy provisions respecting renewability or continuation of coverage, including age restriction or any reservations of right to change premiums.]”;
- (3) A specified accident policy or certificate providing benefits that vary according to the type of accidental cause shall be prominently set forth in the outline of coverage; and
- (4) An outline of coverage in the format prescribed below shall be issued in connection with specified accident policies meeting the standards of this part. The items included in the outline of coverage shall appear in the following sequence:

“[COMPANY NAME]

SPECIFIED ACCIDENT COVERAGE

THIS [POLICY] [CERTIFICATE] PROVIDES LIMITED BENEFITS

BENEFITS PROVIDED ARE SUPPLEMENTAL AND
ARE NOT INTENDED TO COVER MEDICAL EXPENSES

OUTLINE OF COVERAGE

Read Your [Policy] [Certificate] Carefully—This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR [POLICY] [CERTIFICATE] CAREFULLY!

Specified accident coverage is designed to provide, to persons insured, restricted coverage paying benefits ONLY when certain losses occur as a result of specified accidents. Coverage is not provided for any benefits other than the specified accident benefits described and any additional benefit described below:

- (1) [A brief description of the benefits, including dollar amounts.]
- (2) [A description of any policy provisions that exclude, eliminate, restrict, reduce, limit,

delay, or in any other manner operate to qualify payment of the benefits described in paragraph (1) above.]

- (3) [A description of any policy provisions respecting renewability or continuation of coverage, including age restriction or any reservations of right to change premiums.]”.

Ins 6203.07 Waiver of Rules.

(a) The commissioner, upon the commissioner’s own initiative or upon request by an insurer, shall waive any requirement of this chapter if such waiver does not contradict the objective or intent of the rule and:

- (1) Applying the rule provision would cause confusion or would be misleading to consumers;
 - (2) The rule provision is in whole or in part inapplicable to the given circumstances;
 - (3) There are specific circumstances unique to the situation such that strict compliance with the rule would be onerous without promoting the objective or intent of the rule provision; or
 - (4) Any other similar extenuating circumstances exist such that application of an alternative standard or procedure better promotes the objective or intent of the rule provision.
- (b) No requirement prescribed by statute shall be waived unless expressly authorized by law.
- (c) Any person or entity seeking a waiver shall make a request in writing.
- (d) A request for a waiver shall specify the basis for the waiver and proposed alternative, if any.

APPENDIX

Rule	Specific State Statute the Rule Implements
Ins 6203.01	RSA 400-A:15, I; RSA 415:1; RSA 415:6, VII; RSA 415:18; RSA 415-A:2, I
Ins 6203.02	RSA 400-A:15, I; RSA 415-A:2, I(n)
Ins 6203.03	RSA 400-A:15, I; RSA 415:1; RSA 415:6; RSA 415:18; RSA 415-A:2; RSA 415-A:3
Ins 6203.04	RSA 400-A:15, I; RSA 415-A:2, II
Ins 6203.05	RSA 400-A:15, I; RSA 415-A:2, I
Ins 6203.06	RSA 400-A:15, I; RSA 415-A:4
Ins 6203.07	RSA 400-A:15, I; RSA 541-A:22, IV